

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

CX REINSURANCE COMPANY LIMITED,)
f/k/a CNA REINSURANCE COMPANY)
LIMITED)
1 Royal Exchange Avenue, Suite 306)
London EC3V 3LT)
United Kingdom)

Plaintiff)

v.)

Case No. 15-cv-03328

JACOB DACKMAN & SONS, LLC)
2221 Maryland Avenue)
Baltimore, Maryland 21218)

Hon. Ellen L. Hollander,
Presiding

and)

ELLIOT DACKMAN, INDIVIDUALLY)
AND AS A TRUSTEE OF ASSETS OF)
JACOB DACKMAN & SONS, LLC)
2 River Oaks Circle)
Pikesville, Maryland 21208)

Defendants)

and)

TERRELL MITCHELL)
1915 Dukeland Street, Apt. 2)
Baltimore, Maryland 21216)

and)

JAKEEM ROY)
1503 Harford Square Drive)
Edgewood, Maryland 21040)

and)

D-JON CARTER
1607 East Lafayette Avenue
Baltimore, Maryland 21213

and

ERNESTINE PARKER
506 Lucia Avenue
Baltimore, Maryland 21215

and

PACHELLE JACKSON
660 E. 27th Street
Baltimore, Maryland 21218

and

JA'NAI TOWNES
812 West Lexington Street, Apt. 12
Baltimore, Maryland 21201

and

KARON FOSTER
2876 Jessup Road
Jessup, Maryland 20794

and

TROY MILLER
3603 West Mulberry Street
Baltimore, Maryland 21229

and

DAQUANTAY ROBINSON
1119 Wilmot Court
Baltimore, Maryland 21202

Intervenors

GOODMAN, MEAGHER
& ENOCH, LLP
ATTORNEYS AT LAW
111 N. CHARLES STREET
BALTIMORE, MD 21201

INTERVENORS' ANSWER TO SECOND AMENDED COMPLAINT

Intervenors, TERRELL MITCHELL, JAKEEM ROY, D-JON CARTER, ERNESTINE PARKER, PACHELLE JACKSON, JA'NAI TOWNES, KARON FOSTER, TROY MILLER and DAQUANTAY ROBINSON, by their undersigned attorneys, respectfully answer the Second Amended Complaint and state the following:

1. Intervenors admit the allegations of paragraph 1 of the Second Amended Complaint, but state that any rescission is inoperative and invalid as to Intervenors' claims for the reasons set forth in the motion to intervene.
2. Intervenors deny the allegations of paragraph 2 of the Second Amended Complaint.
3. Intervenors admit the allegations of paragraph 3 of the Second Amended Complaint.
4. Intervenors admit the allegations of paragraph 4 of the Second Amended Complaint.
5. Intervenors admit the allegations of paragraph 5 of the Second Amended Complaint.
6. Intervenors admit the allegations of paragraph 6 of the Second Amended Complaint.
7. Intervenors admit the allegations of paragraph 7 of the Second Amended Complaint.

8. Intervenors admit the allegations of paragraph 8 of the Second Amended Complaint.

9. Intervenors admit the allegations of paragraph 9 of the Second Amended Complaint.

10. Intervenors admit the allegations of paragraph 10 of the Second Amended Complaint.

11. Intervenors admit the allegations of paragraph 11 of the Second Amended Complaint.

12. Intervenors admit the allegations of paragraph 12 of the Second Amended Complaint.

13. Intervenors admit the allegations of paragraph 13 of the Second Amended Complaint.

14. Intervenors deny the allegations of paragraph 14 of the Second Amended Complaint.

15. Intervenors deny the allegations of paragraph 15 of the Second Amended Complaint.

16. Intervenors deny the allegations of paragraph 16 of the Second Amended Complaint.

17. Intervenors admit the allegations of paragraph 17 of the Second Amended Complaint.

18. Intervenors are without knowledge to admit or deny the allegations of

paragraph 18 of the Second Amended Complaint.

19. Intervenors are without knowledge to admit or deny the allegations of paragraph 19 of the Second Amended Complaint.

20. Intervenors are without knowledge to admit or deny the allegations of paragraph 20 of the Second Amended Complaint.

21. Intervenors are without knowledge to admit or deny the allegations of paragraph 21 of the Second Amended Complaint.

22. Intervenors deny the allegations of paragraph 22 of the Second Amended Complaint.

23. Intervenors deny the allegations of paragraph 23 of the Second Amended Complaint.

24. Intervenors deny the allegations of paragraph 24 of the Second Amended Complaint.

25. Intervenors deny the allegations of paragraph 25 of the Second Amended Complaint.

26. Intervenors deny the allegations of paragraph 26 of the Second Amended Complaint.

27. Intervenors deny the allegations of paragraph 27 of the Second Amended Complaint.

28. Intervenors deny the allegations of paragraph 28 of the Second Amended Complaint.

29. Intervenor is without knowledge to admit or deny the allegations of paragraph 29 of the Second Amended Complaint.

30. Intervenor deny the allegations of paragraph 30 of the Second Amended Complaint.

31. Intervenor deny the allegations of paragraph 31 of the Second Amended Complaint.

32. Intervenor admit the allegations of paragraph 32 of the Second Amended Complaint.

33. Intervenor admit the allegations of paragraph 33 of the Second Amended Complaint.

34. Intervenor admit the allegations of paragraph 34 of the Second Amended Complaint.

35. Intervenor is without knowledge to admit or deny the allegations of paragraph 35 of the Second Amended Complaint.

36. The allegations referenced in paragraph 36 of the Second Amended Complaint require no response from Intervenor.

37. Intervenor deny the allegations of paragraph 37 of the Second Amended Complaint.

38. Intervenor deny the allegations of paragraph 38 of the Second Amended Complaint.

39. Intervenor deny the allegations of paragraph 39 of the Second

Amended Complaint.

40. Intervenors deny the allegations of paragraph 40 of the Second Amended Complaint.

41. Intervenors deny the allegations of paragraph 41 of the Second Amended Complaint.

42. The allegations referenced in paragraph 42 of the Second Amended Complaint require no response from Intervenors.

43. The allegations referenced in paragraph 43 of the Second Amended Complaint require no response from Intervenors.

44. Intervenors deny the allegations of paragraph 44 of the Second Amended Complaint.

45. Intervenors deny the allegations of paragraph 45 of the Second Amended Complaint.

46. Intervenors deny the allegations of paragraph 46 of the Second Amended Complaint.

47. Intervenors deny the allegations of paragraph 47 of the Second Amended Complaint.

48. Intervenors deny the allegations of paragraph 48 of the Second Amended Complaint.

49. Intervenors deny the allegations of paragraph 49 of the Second Amended Complaint.

50. Intervenors deny the allegations of paragraph 50 of the Second Amended Complaint.

51. Intervenors deny the allegations of paragraph 51 of the Second Amended Complaint.

52. Intervenors deny the allegations of paragraph 52 of the Second Amended Complaint.

53. Intervenors deny the allegations of paragraph 53 of the Second Amended Complaint.

54. The allegations referenced in paragraph 54 of the Second Amended Complaint require no response from Intervenors.

55. The allegations referenced in paragraph 55 of the Second Amended Complaint require no response from Intervenors.

56. Intervenors deny the allegations of paragraph 56 of the Second Amended Complaint.

57. Intervenors deny the allegations of paragraph 57 of the Second Amended Complaint.

58. Intervenors deny the allegations of paragraph 58 of the Second Amended Complaint.

59. Intervenors deny the allegations of paragraph 59 of the Second Amended Complaint.

60. Intervenors deny the allegations of paragraph 60 of the Second

Amended Complaint.

61. Intervenors deny the allegations of paragraph 61 of the Second Amended Complaint.

62. Intervenors deny the allegations of paragraph 62 of the Second Amended Complaint.

63. Intervenors deny the allegations of paragraph 63 of the Second Amended Complaint.

64. Intervenors deny the allegations of paragraph 64 of the Second Amended Complaint.

65. Intervenors deny the allegations of paragraph 65 of the Second Amended Complaint.

66. Intervenors deny the allegations of paragraph 66 of the Second Amended Complaint.

67. The allegations referenced in paragraph 67 of the Second Amended Complaint require no response from Intervenors.

AFFIRMATIVE DEFENSES

1. The rescission is invalid and without effect to the Intervenors' claims because of statute of limitations or laches.

2. The rescission is invalid and without effect to the Intervenors' claims due to the infancy at all relevant hours of the third-party beneficiary Intervenors.

3. The rescission is invalid and without effect to the Intervenors' claims

because the parties' (CX Re and Dackman) rights to rescind terminated at the time of Intervenor's respective losses, which were all prior in time to the attempted rescission.

4. The rescission is invalid and without effect to the Intervenor's claims due to fraud, detrimental reliance, estoppel and/or conspiracy.

WHEREFORE, Intervenor prays that their motion be GRANTED, and that the rescission be denied and/or deemed inapplicable, inoperative and of no effect to Intervenor's claims.

/s/ John Amato, IV
John Amato, IV
GOODMAN, MEAGHER & ENOCH, LLP
111 N. Charles Street
Baltimore, Maryland 21201
(410) 752-3666
Attorneys for Intervenor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY this 2nd day of August, 2016 that a copy of the foregoing was delivered via e-file, CM/ECF, to all counsel of record.

/s/ John Amato, IV
John Amato, IV
Attorney for Intervenor